

## **Litigation Settlement Agreement**

This Litigation Settlement Agreement is being entered into on August 11, 2005, by and among the California Farm Bureau Federation, the California Resources Agency, the California Department of Water Resources, the California Department of Fish and Game, and the California Bay-Delta Authority.

### **Article 1**

#### **Definitions**

1.1 “DWR” refers to the California Department of Water Resources; “CBDA” refers to the California Bay-Delta Authority; and “DFG” refers to the California Department of Fish and Game.

1.2 “Farm Bureau ” refers to the California Farm Bureau Federation.

1.3 “Agreement” refers to this Litigation Settlement Agreement.

1.4 “Litigation” refers to *California Farm Bureau Federation v. Michael Chrisman, et al.*, Sacramento County Superior Court, No. 04CS00490.

1.5 “Parties” refers to DWR, CBDA, the Resources Agency, DFG, and the Farm Bureau. “State Agency Parties” refers to the Parties, excluding the Farm Bureau.

1.6 “Respondents” refers to those parties named as such in the Litigation: Lester Snow, in his official capacity as the Director of DWR; DWR; Michael Chrisman, in his official capacity as Secretary of the California Resources Agency; California Resources Agency; Alan C. Lloyd (as successor to the named Terry Tamminen) in his official capacity as Secretary of the California Environmental Protection Agency; California Environmental Protection Agency; A.G. Kawamura in his official capacity as Secretary of the California Department of Food and Agriculture; California Department of Food and Agriculture; Loris “Ryan” Broddrick in his official capacity as Director of DFG; DFG; Sandra Shewry (as successor to the named Diana Bona) in her official capacity as the Director of the California Department of Health Services; California Department of Health Services; Joe Grindstaff (as successor to the named Patrick Wright) in his official capacity as Acting Director of the CBDA; and the CBDA.

1.7 “EWA” refers to the Environmental Water Account.

1.8 “Short-Term EWA” refers to the Environmental Water Account project approved on March 18, 2004, and currently being implemented through December 31, 2007.

1.9 “EWA Agencies” refers to DWR, DFG, the United States Bureau of Reclamation, United States Fish and Wildlife Service (“USFWS”), and NOAA Fisheries (“NMFS”).

1.10 “Long-Term EWA” refers to a proposed project that is anticipated to be implemented following the Short-Term EWA, is currently undergoing environmental review, and is anticipated to cover the remaining duration of the 30-year CALFED Bay-Delta Program.

1.11 “Programmatic ROD” refers to the CALFED Bay-Delta Program Programmatic Record of Decision, dated August 28, 2000.

1.12 “Delta” refers to the San Francisco Bay/Sacramento-San Joaquin River Delta estuary, including the area described in Water Code section 12220.

## **Article 2**

### **Recitals**

2.1 The CALFED Bay-Delta Program is a collaborative effort by state and federal agencies to restore the ecological health of the Delta, to improve the reliability of water supplied through the Delta, to provide good quality water for all beneficial uses, and to reduce the risk of catastrophic failure of Delta levees. The CALFED Programmatic ROD identifies the EWA as an element of the overall strategy for meeting these goals. The EWA is comprised of two primary elements: facilitation of fish population recovery through asset acquisition and management and the use of the assets to replace water deliveries interrupted by changes in the operation of state and federal water supply projects that pump water from the Delta.

2.2 The California Bay-Delta Act (Water Code, §§ 79400, *et seq*) was enacted in 2002 to coordinate the implementation of the CALFED Bay-Delta Program. Among the eleven program elements of the CALFED Bay-Delta Program identified in that statute are the EWA (“EWA Program”) and Science (“Science Program”). Pursuant to the California Bay-Delta Act, the CBDA is the implementing agency for the Science Program element and the EWA Agencies are the implementing agencies for the EWA Program element.

2.3 The Parties acknowledge that the Farm Bureau has a pending California Environmental Quality Act (“CEQA”) judicial action, currently on appeal, against certain state agencies and officials with regard to the CALFED Programmatic Environmental Impact Statement/Environmental Impact Report (“PEIS/R”) and Programmatic ROD, and agree that nothing in this Agreement has any effect, impact on, or relevance to such action and appeal. The Parties further acknowledge that the Farm Bureau has a National Environmental Policy Act

(“NEPA”) judicial action against certain state officials and federal agencies and officials with regard to the PEIS/R and Programmatic ROD and agree that nothing in this Agreement has any effect, impact on, or relevance to that NEPA action.

2.4 On March 18, 2004, DWR issued a Notice of Determination regarding the Short-Term EWA. The Litigation was commenced on April 16, 2004 and consists of a challenge by the Farm Bureau to the environmental analysis of the Short-Term EWA under CEQA. In particular, the Farm Bureau alleges that the Final Environmental Impact Report for the Short-Term EWA did not adequately consider potential impacts on “agricultural resources.” Respondents dispute these allegations.

2.5 On February 16, 2005, DWR issued a Notice of Preparation seeking information on the scope of the environmental analysis process proposed for the Long-Term EWA. Public scoping of that project took place in March, 2005. A draft Environmental Impact Statement/Environmental Impact Report (“EIS/R”) is currently under preparation for the Long-Term EWA. DWR and DFG currently anticipate that a draft of the EIS/R will be circulated for public comment by the Summer of 2006.

2.6 As more particularly described in Article 4.3 below, this Agreement is in settlement only of this Litigation and not an admission by the Parties of any issue. The Parties acknowledge that various events have occurred since the filing of this Litigation, including (but not limited to): (i) public and legislative consideration of the future course of the CALFED Bay-Delta Program and its funding; (ii) the enactment of legislation regarding that program, including the federal CALFED Bay-Delta Authorization Act of 2004; (iii) an apparent decline in the population of certain pelagic fish in areas of the Delta that requires immediate and comprehensive study; and (iv) initiation of the public environmental review process for the Long-Term EWA, which presented a “Proposed No Crop Idling” alternative during the scoping phase. In light of these events, the passage of time since this Litigation was filed, and other factors, the Parties have determined that it is potentially more productive and efficient to enter into this Agreement rather than continue to pursue this Litigation.

2.7 Accordingly, the Parties acknowledge that the Farm Bureau’s execution of this Agreement and dismissal of the Litigation is not an admission with respect to the Respondents’ position on any issue in this Litigation or in any other pending judicial action including, but not limited to, the state and federal judicial actions described in Article 2.3.

2.8 Similarly, nothing in this Agreement prevents the Farm Bureau from providing input regarding, or seeking judicial review of, the environmental review of any project other than the project that is the subject of the Litigation, including, but not limited to, the Long-Term EWA.

2.9 The Parties also acknowledge that the State Agency Parties are entering into this Agreement to avoid the effort and uncertainty inherent in litigation, to work cooperatively with the Farm Bureau pursuant to this Agreement, and to address other factors. The Parties therefore further acknowledge that execution of this Agreement is not an admission by any of the Respondents with respect to any issues raised in the Litigation.

NOW, THEREFORE, the Parties hereby agree as follows:

### **Article 3**

#### **Settlement**

The Parties hereby agree that this Litigation shall be settled based on the following terms:

#### **3.1 Science and the EWA**

##### **3.1.1 Recent Events and Coordinating Certain Research on Delta Issues**

The Parties acknowledge that the stated objectives of the EWA include: (a) providing protection for at-risk native fish species dependent on the Delta and contributing to the recovery of these species consistent with the requirements of state and federal endangered species laws; (b) allowing for timely water management responses to changing environmental conditions and changing fish protection needs; and (c) providing reliable water supplies for water users in the Central Valley Project and State Water Project export areas. The Parties acknowledge that apparent declines in the production of several species of pelagic fish in areas of the Delta over the last three years were recently identified by members of the Interagency Ecological Program ("IEP") and that this issue requires immediate and comprehensive study and response. As explained further in Articles 3.1.2 ("CBDA Funding, Science Program, and EWA Program Element") and 3.1.3 ("IEP Pelagic Species 2005 Workplan"), there are various proposals and commitments to fund and implement research and efforts relevant to this issue through the IEP, Science Program, the EWA Program element of the CALFED Bay-Delta Program, and other sources. The Parties recognize the importance of coordinating, integrating, and funding these efforts in a strategic manner, as more particularly described below in Article 3.1.4.

### 3.1.2 CBDA Funding, Science Program, and EWA Program Element

The Parties acknowledge that the Programmatic ROD established the CALFED Science Program. The purpose of the CALFED Science Program is:

to provide a comprehensive framework and develop new information and scientific interpretations necessary to implement, monitor, and evaluate the success of the CALFED program (including all program components), and to communicate to managers and the public the state of knowledge of issues critical to achieving CALFED goals. (Programmatic ROD, p. 74.)

The Parties also acknowledge that adaptive management is a key component of the CALFED Bay-Delta Program, including the EWA and Science Programs. Adaptive management allows resource management decisions and actions to be modified in light of continuing scientific input on existing conditions, evaluating on an on-going basis the effectiveness of such decisions and actions through cooperation between scientists and managers. New information and scientific interpretations are developed through adaptive management. It provides the flexibility to base management actions to protect resources on sound scientific principles and input, evaluating the effectiveness of the various actions taken and then learning from the results to make more effective management decisions in the future. The Parties acknowledge that adaptive management is most effective when the efforts to develop the relevant scientific information and results are sufficiently funded and, if appropriate, the cooperative efforts between managers and scientists are reviewed and adjusted if necessary. The Parties further acknowledge that the Science Program's evaluation efforts include two levels of independent review: a standing Independent Science Board for the entire CALFED Bay-Delta Program, and a variety of Science Panels focused on specific programs.

The Parties acknowledge that one such focused panel, the EWA Technical Review Panel ("Panel"), includes distinguished scientists with local expertise and relevant discipline knowledge. These scientists have evaluated the EWA Program at the end of every water year prior to the planning process for the following year. The review has considered the overall concept of the EWA Program, EWA Agencies' actions (uses of water and actions to protect fish), and justifications for actions that took place during the year. The Panel has prepared a report after reviewing the EWA Program each water year. The EWA Agencies have

incorporated some recommendations, such as a broader range of asset use, into the manner in which they make purchases and take fish actions.

The Parties acknowledge that the fourth annual Panel report was submitted on January 17, 2005, (the "Report") and that it stated the Report was focusing on two topics: the first four years of the EWA as a whole and proposals for a future EWA. The Parties acknowledge that the Report contained positive findings regarding the implementation of the EWA, but also recommended expanding the research base and upgrading the quality of the science underlying program decisions. The Report stated that it recognizes budgetary and other constraints on personnel and resources that have limited the ability to mobilize new resources to address the science needs of the EWA. Among other items, the Report noted a report on the potential impact of EWA actions on winter run salmon mortality, including that report's finding that transfers of EWA water are a source of some mortality and, potentially in some years, could offset some of the gains from pump curtailment. The Parties recognize that their acknowledgments in this Agreement shall not constitute the response of the CALFED Bay-Delta Program or EWA Agencies, collectively or individually, to the Panel's Report.

The Parties further recognize that the EWA Agencies and Science Program Lead Scientist have prepared the Joint Response to 2004 Environmental Water Account Technical Review Panel Report ("Joint Response"). The Joint Response was submitted for presentation at the August 11, 2005, CBDA meeting. The Joint Response states that it responds to each of the Report's suggestions "by describing an action, a goal, a timeline, and commitments from the Science Program and agencies to achieve the goal." The Farm Bureau recognizes some positive aspects of the Joint Response, but specifically disagrees with the Joint Response's response II.B on Climate Change Scenarios.

The Report noted the issuance of the CALFED Science Proposal Solicitation Package ("Science PSP") will promote the expansion of applied scientific investigations in the Bay-Delta system. The Report stated that the Science PSP will generate proposals that will include rigorous peer review, and the research will be likely to produce high quality scientific information. The Parties acknowledge that the most recent Science PSP includes priorities resulting from collaborative work between the CALFED Science Program and the EWA Program. The Science PSP identified priority topic areas involving information needs that were defined by the Science Program as the highest immediate priorities through consultation with

stakeholders, the CALFED management community, and the scientific community. The Science PSP identifies one priority topic for funding as “Water Operations and Biological Resources,” citing as an example research on the ecological benefits of the different uses of environmental water assets in streams, rivers, the Suisun Marsh, and the Delta.

In light of the need for a coordinated approach to the Delta pelagic fish issues described in Article 3.1.1, the Parties will address their coordination and integration regarding these efforts and funding for EWA and Science Program projects in Article 3.1.4.

#### 3.1.3 IEP Pelagic Species 2005 Workplan

As previously noted, the Parties acknowledge that apparent declines in the production of several species of pelagic fish in areas of the Delta over the last three years were recently identified by members of the IEP and that this issue requires immediate and comprehensive study and response. The IEP 2005 Workplan to Evaluate the Decline of Pelagic Species in the Upper San Francisco Estuary (“2005 Workplan”) anticipates that it will require \$1.67 million in new funding, assuming that many tasks will be accomplished by re-directed current staff and that stakeholders will continue funding certain efforts. The Parties acknowledge that the IEP agencies have agreed to provide these efforts and the required new funding. The IEP has proposed, and the member agencies have begun implementing, the 2005 Workplan. The 2005 Workplan proposes various efforts in 2005 as a screening effort to attempt to identify the most likely problems and assign resources for follow-up efforts in subsequent years. The 2005 Workplan recognizes that these efforts are related to, and potentially useful for, implementing the CALFED Bay-Delta Program and the EWA.

#### 3.1.4 Coordination Among Parties Regarding the Above-Described Efforts

The Parties recognize their mutual interest in pursuing proposals to fund research, monitoring, and analysis, obtaining funding for further research, and appropriately utilizing the results of such research through the adaptive management process, as described in the preceding sections of Article 3.

The Parties acknowledge that certain scientific research proposals have been recommended for funding under the Science PSP and are scheduled to be considered by the CBDA at its August 11, 2005 meeting. The Parties acknowledge that four of those proposals are related to the efforts to identify and research the Delta pelagic fish issues discussed in Articles 3.1.1 and 3.1.3:

- *Modeling the Delta Smelt Population of the San Francisco Estuary* (recommended funding: \$997,027);
- *Foodweb Support for the Threatened Delta Smelt and Other Estuarine Fishes in Suisun Bay and the Western Sacramento-San Joaquin Delta* (recommended funding: \$1,170,000);
- *Biomass and Toxicity of a Newly Established Bloom of Cyanobacteria Microcystis Aeruginosa and Its Potential Impact on Beneficial Use in the Sacramento-San Joaquin Delta* (recommended funding: \$500,000); and
- *Phytoplankton Communities in the San Francisco Estuary: Monitoring and Management Using a Submersible Spectrofluorometer* (recommended funding: \$159,160).

The Parties acknowledge that each of these recommendations meets the criteria for priority funding under the Science PSP described in Article 3.1.2. The Parties further acknowledge that funding has been identified for these recommendations, that they are being subjected to public comment, and that they are subject to approval or recommendation by the CBDA.

The Parties acknowledge that \$1 million for Delta Smelt Study and Restoration (in addition to \$4 million for the IEP contained in the President's budget request) was included in an energy and water appropriations bill that the Senate Appropriations Committee approved on June 16, 2005. The Parties also acknowledge that stakeholders (such as the San Luis/Delta-Mendota Water Authority) have contributed and can contribute to these efforts by providing funding, resources, or staff for relevant research efforts. The Parties agree to use their best efforts to seek additional federal and other funding for these efforts, subject to Section 4.11.

The Parties acknowledge recent public discussion of the need to implement a strategy for coordinating, integrating, and funding efforts by the CBDA Science Program and the IEP. The Parties acknowledge that the Joint Response addresses proposals to coordinate and integrate these efforts. The Parties acknowledge that consultation between CBDA staff and the IEP regarding the IEP's proposed efforts to study the apparent recent decline in certain pelagic fish populations is important in formulating, reviewing, and implementing the 2005 Workplan (and such efforts in the future) and that appropriate State Agency Parties shall undertake such consultation where feasible.

Finally, the IEP has formed a Project Work Team to design, coordinate, and discuss preliminary results of its efforts to address the apparent recent decline in certain pelagic fish



populations. The Parties acknowledge that, in addition to the principal investigators working on projects, this forum shall be open to other experts and scientists, provided they are willing to actively contribute to the efforts. The contributions of such experts and scientists shall be considered and the Parties recognize that stakeholders may provide funding and resources for such contributions and efforts.

### **3.2 Monitoring of Effects on Agricultural Areas and Communications With The Farm Bureau**

3.2.1 The Parties acknowledge their mutual interest in exchanging information and input on the effects of any crop idling undertaken pursuant to the Short-Term EWA Program and regarding the implementation of the Short-Term EWA Program generally. DWR shall make available to the Farm Bureau any public records regarding crop idling undertaken pursuant to the Short-Term EWA Program and shall cooperate with the Farm Bureau in Farm Bureau's efforts to obtain from other public agencies any such records subject to public disclosure. The Parties acknowledge that the current mitigation and monitoring requirements for the Short-Term EWA Program require the seller of water provided through crop idling to collect certain information on the recent idling history, consisting of the location and area idled, recent cropping patterns, and amount of transfer water attributed to the transfer. When implementing any crop idling pursuant to the Short-Term EWA, DWR shall request that any entities transferring water under these circumstances provide DWR with summary information from this data. The Parties acknowledge that this information will facilitate review by the Farm Bureau or other interested parties of such data on a water-district-wide basis. DWR shall cooperate with the Farm Bureau to request such information at the earliest practicable time. The Parties recognize that sellers may assert proprietary and privacy concerns that could limit the specific information that sellers may be willing to provide. The Parties also acknowledge that DWR shall request such information in order to facilitate a central source for such data in connection with the Short-Term EWA Program.

3.2.2 The Parties acknowledge their mutual interest in exchanging information between DWR and the Farm Bureau regarding the EWA and its potential effects on agriculture. Accordingly, DWR shall designate an "agricultural liaison," whom the Farm Bureau may contact to request information (including the materials described in the previous paragraph) or presentations regarding the implementation of the Short-Term EWA Program, and to receive

input and comments from the Farm Bureau regarding this subject. DWR agrees that the Parties shall use their best efforts to seek funding for this position and role. In the event that such funding cannot be obtained, DWR agrees to examine whether funds can be obtained to retain a consultant to perform some or all of the functions of this position, or whether some or all of these functions could be performed by personnel of another state agency.

### **3.3 Long-Term EWA Environmental Analysis**

3.3.1 The Parties acknowledge the EWA Agencies presented scoping materials to the public in March 2005 to gather input regarding the scope of the analysis anticipated in the EIS/R for the Long-Term EWA. The Parties acknowledge that the alternatives proposed in those scoping materials included a “Proposed No Crop Idling Alternative.”

3.3.2 The Parties agree that DWR shall conduct a workshop to gather information and input for analysis of the “Proposed No Crop Idling Alternative.” The scheduling and location of this workshop shall be at the discretion of DWR. DWR agrees to consult with the Farm Bureau regarding the format and scope of this workshop. The materials from this workshop shall be part of the administrative record for the EIS/R for the Long-Term EWA.

3.3.3 The Parties acknowledge that relevant materials and information produced as a result of the efforts described in Articles 3.1.2 and 3.1.4 are appropriate for inclusion in the administrative record for the EIS/R for the Long-Term EWA, if timely presented during the administrative process.

3.3.4 The Parties acknowledge that the implementation of the Long-Term EWA could be related to the South Delta Improvements Program, including the proposal to increase the average diversion rate into Clifton Court Forebay from 6680 cubic feet per second (“cfs”) to 8500 cfs.

3.3.5 DWR will therefore consider whether it is appropriate that analysis of the Long-Term EWA alternatives be conducted with an assumption that the South Delta Improvements Program, including the proposal to increase the average diversion rate into Clifton Court Forebay from 6680 cfs to 8500 cfs, will be implemented.

3.3.6 The Parties acknowledge that the EWA Agencies include three federal agencies that are not parties to this Agreement or the Litigation, and that the EWA Agencies are jointly participating in the environmental review of the Long-Term EWA. The Parties also acknowledge that, during the further environmental review process for the Long-Term EWA, the

EWA Agencies shall each follow its legal mandate and exercise that agency's discretion under the applicable state and federal laws. The Parties acknowledge that the statements of this Article 3.3 are qualified by these circumstances and legal authorities.

#### **Article 4**

##### **Miscellaneous Provisions**

4.1 **Stakeholder Status:** The Parties acknowledge that the Farm Bureau should be considered a stakeholder in the EWA Program and the Long-Term EWA and the process for environmental review of the Long-Term EWA. DWR agrees to include the Farm Bureau in any notice that is given to entities based on any stakeholder status and to take action to have other EWA Agencies also include the Farm Bureau in any such notice. DWR agrees to permit the Farm Bureau to participate in fora, meetings, or panels in which other entities are permitted to participate based on stakeholder status and to take action to have other agencies likewise permit such participation in such events.

4.2 **Effectiveness of Agreement:** This Agreement shall be effective upon execution by the Parties.

4.3 **Settlement of Litigation:** This Agreement is a compromise and settlement of the disputes in this Litigation. Nothing herein shall be an admission of any of the Parties hereto with respect to any proceedings, and this Agreement shall not be used by any party hereto in any proceeding, other than a proceeding to enforce the terms of this Agreement. The Parties agree that no portion of this Agreement may be used to claim a judgment or judicial determination in favor of any party, nor have any pleading or ruling of this case published as an official decision. Concurrent with the execution of this Agreement, the Farm Bureau agrees to execute and file with the Superior Court for Sacramento County a Request for Dismissal, with prejudice, of the Litigation against Respondents. The State Agency Parties agree to coordinate implementation of the terms of this Agreement with other agencies participating in the CALFED Bay-Delta Program. The Farm Bureau acknowledges that the State Agency Parties have executed this Agreement in consideration of the Farm Bureau's obligation to request dismissal of the Litigation as to all Respondents. Any Respondent, including those not signing this Agreement, shall be entitled to enforce this term in the event the Farm Bureau does not request dismissal with prejudice of the Litigation as to any or all respondents.

4.4 Attorneys' Fees and Costs: The Parties agree that they shall bear their own attorneys' fees and all other costs incurred in connection with this Litigation.

4.5 Headings: The title headings of the respective articles and sections of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

4.6 Amendments: Any amendment to this Agreement must be in writing and executed by each party to this action by its attorney of record.

4.7 Authorization: Each person signing this Agreement warrants that he or she is authorized by the respective party to execute and deliver this Agreement and that this Agreement will become binding on that party.

4.8 Final Agreement: This Agreement contains the entire Agreement and understanding concerning the subject matter between the Parties to this Agreement and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Each of the parties hereto acknowledge that no other party, or the agents or attorneys of any other party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement, and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement.

4.9 Enforcement: The Farm Bureau shall have the right to enforce the terms of this Agreement in the event that the State Agency Parties do not meet their obligations under this Agreement. The State Agency Parties shall have the right to enforce the terms of this Agreement in the event that the Farm Bureau does not meet its obligations under this Agreement.

4.10 No Effect on EWA CEQA Documentation: The Parties acknowledge and agree that the terms of this Agreement do not change the legal effect of the approval of the Short-Term EWA or the Environmental Impact Statement/Environmental Impact Report for that project and do not change any obligations of the EWA Agencies contained in those documents.

4.11 Requirement for Appropriated/Authorized Funds: The Parties acknowledge that, subject to the other terms of this Agreement to seek alternate funding or methods for effectuating the commitments of this Agreement, the commitments of the Parties herein that extend beyond the current fiscal year are dependent on the availability of appropriated and/or authorized funds in the state and federal budgets for such actions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

Dated: 8/11/05

CALIFORNIA FARM BUREAU  
FEDERATION

By: Bill Pauli  
Bill Pauli, President

Approved as to form and content by counsel:

Brenda Jahns Southwick  
Brenda Jahns Southwick, Managing Counsel  
Natural Resources and Environmental Division

Dated: 8/11/05

RESOURCES AGENCY

By: Mike Chrisman  
Michael Chrisman, Secretary

Dated: 8/11/05

DEPARTMENT OF FISH AND GAME

By: Loris "Ryan" Broddrick  
Loris "Ryan" Broddrick, Director

Dated: 8/11/05

CALIFORNIA BAY-DELTA AUTHORITY

By: Joseph Grindstaff  
Joseph Grindstaff, Acting Director

Dated: 8/11/05

DEPARTMENT OF WATER RESOURCES

By: Lester Snow  
Lester Snow, Director

Approved as to form and content by counsel:

Peter K. Southworth  
Peter K. Southworth, Deputy Attorney General  
California Attorney General's Office